

Mortgage between Arthur H Wansey and Richard Gosselett dated 13th Mar 1867

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Paid by equal half yearly payments on the thirteenth day of September and the thirteenth day of
[line 2] March – the first half yearly payments thereof to be made on the twenty fifth day of March
One thousand
[line 3] eight hundred and sixty seven Provided always that it shall be lawful for the said Arthur
Henry Wansey
[line 4] his heirs or assigns at any time without giving previous Notice of his intention so to do to
enter upon and take
[line 5] possession of the said plot of Ground Messuage and appurtenances whereof the said Richard
Gosselett hath attained Tenant as aforesaid or any part thereof and to in
[line 6] determine the tenancy created by the aforesaid attornment And the said Richard Gosselett
doth hereby for himself his heirs executors and administrators Covenant
[line 7] with the said Arthur Henry Wansey his heirs and assigns that he the said Richard Gosselett
now hath good right and full power to grant all and singular the
[line 8] premises hereinbefore expressed to be hereby granted To the use of the said Arthur Henry
Wansey his heirs and assigns subject and in manner aforesaid And
[line 9] Also that it shall be lawful for the said Arthur Henry Wansey his heirs and assigns at any time
or times hereafter to enter into and upon all or any of the said
[line 10] premises and the same from thereof quietly to hold and enjoy and receive the rents and
profits thereof without any lawful interruption or disturbance from
[line 11] or by the said Richard Gosselett his heirs assigns or any other person except persons
claiming in respect of the rent charges created by the said created Indenture And that
[line 12] fee and discharged or otherwise by the said Richard Gosselett his heirs executors or
administrators sufficiently indemnified from and against all estates incumbrances
[line 13] claims and demands whatsoever except the rent charges aforesaid And moreover that he
the said Richard Gosselett and his heirs and every other person or
[line 14] having or lawfully or equitably claiming any estate or interest in the said premises or any
part thereof will from time to time and at all times at the cost until
[line 15] sale or foreclosure of the said Richard Gosselett his heirs executors or administrators but
afterwards at the cost of the person or persons requiring the same execute
[line 16] and do every such lawful assurance and thing for the further or more perfectly assuring all
or any of the said premises to the use of the said Arthur
[line 17] Henry Wansey his heirs and assigns in manner aforesaid as by the said Arthur Henry
Wansey his heirs or assigns shall be reasonably required And also
[line 18] that he the said Richard Gosselett his heirs and assigns will at all times during the
continuance of this security pay the several rent charges created by
[line 18] the said recited Indenture and observe and perform all and singular the covenants by the
said Richard Gosselett therein contained and keep the said
[line 19] Arthur Henry Wansey his heirs executors administrators and assigns indemnified against all
actions suits proceedings costs damages claims and demands
[line 20] which may be brought incurred sustained or made by reason of the non payment of the
said rent charges respectively or the breach of the said covenants
[line 21] or any of them And also that if at any time or times during the continuance of this security
the said Richard Gosselett his heirs or assigns shall make in
[line 22] default in proceeding with the building of the Messuage covenanted to be built on the said
plot of Ground hereby granted by the said recited Indenture in
[line 23] all respects to the satisfaction of the said Arthur Henry Wansey his executors
administrators or assigns then and in every such case it shall be lawful for

[line 24] the said Arthur Henry Wansey his executors administrators or assigns to complete in such manner and with such variations as he or they may think
[line 25] proper the Messuage buildings and erections (if any) which shall have been commenced by the said Richard Gosselett his heirs or assigns upon the
[line 26] said plot of Ground or to build and erect thereupon any other Messuage and Buildings and Erections which he or they may think proper and
[line 27] which shall not occasion a breach of the covenants by the said Richard Gosselett contained in the said recited Indenture and for the purposes
[line 28] aforesaid or either of them to seize and use all buildings and other materials belonging to the said Richard Gosselett his heirs executors administrators
[line 29] or assigns which shall be upon the said plot of Ground And also that he the said Richard Gosselett his heirs executors administrators or assigns will
[line 30] so long as any money shall remain on the security of these presents keep the Messuage which shall be built upon the said plot of Ground
[line 31] when the same shall have been completed insured against loss or damage by fire in the sum of Five Hundred pounds at least and punctually
[line 32] pay all premiums necessary for such purpose and will on demand produce to the said Arthur Henry Wansey his executors administrators or
[line 33] assigns the policy or policies of such Insurance and the receipt for every such payment And that if default shall be made in keeping the
[line 34] said Messuage so insured it shall be lawful for the said Arthur Henry Wansey his executors administrators or assigns to insure and keep
[line 35] insured the said Messuage in any sum not exceeding the sum of Five hundred pounds And that the said Richard Gosselett his executor
[line 36] administrators or assigns will repay to the said Arthur Henry Wansey his executors administrators or assigns every sum of money expended
[line 37] by him or them for the purpose of completing or of building and erecting either such Messuage buildings and erections as aforesaid or for the
[line 38] purpose of such Insurance together with interest whereon at the rate aforesaid from the time of the same respectively having been so expended
[line 39] And that until such repayment the same sum and interest shall be a charge upon the said premises hereinbefore granted or intended so to
[line 40] be and every part thereof In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year in

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[line 41] Such further sum with interest thereon at the rate aforesaid from the time of the same having been so lent as aforesaid without
[line 42] any deduction except as aforesaid And also that so long as any principal money shall remain on the security of those present
[line 43] He the said Richard Gosselett his heirs executors administrators or assigns will pay to the said Arthur Henry Wansey his executors
[line 44] administrators or assigns interest for the same or for so much thereof as shall for the time being be owing at the rate aforesaid
[line 45] by equal half yearly payments on the thirteenth day of September and the thirteenth day of March without any deduction except as aforesaid Provided always
[line 46] and it is hereby agreed and declared that it shall be lawful for the said Arthur Henry Wansey his executors administrators or assigns at any time or times after the said
[line 47] thirteenth - day of September next without any further consent on the part of the said Richard Gosselett his heirs or assigns or any other person to sell all or any part of the

[line 48] premises hereinbefore expressed to be hereby granted either together or in parcels and either by Public Auction or Private Contract with power upon any such Sale to make any of the [line 49] stipulations as to Title or evidence or commencement of Title or otherwise which the said Arthur Henry Wansey his executors administrators or assigns shall deem proper and to buy [line 50] in or rescind any Contract for Sale and to resell without being responsible for any loss occasioned thereby And for the purposes aforesaid or any of them to execute and do all [line 51] such assurances and things as he or they shall think fit And it is hereby agreed and declared that upon any Sale under the power of Sale hereinbefore contained by any [line 52] person or persons who may not be seised? Of the legal estate in the premises sold the person or persons in whom the legal Estate of the same premises shall be vested shall [line 53] make such assurance of the same for the purpose of carrying the sale thereof into effect as the person or persons by whom the Sale shall be made shall direct Provided [line 54] also and it is hereby agreed and declared that the said Arthur Henry Wansey his executors administrators or assigns shall not execute the power of Sale hereinbefore [line 55] contained until he or they shall have given a Notice in writing to the said Richard Gosselett his heirs executors administrators or assigns to pay off the moneys for the time being [line 56] owing on the security of these presents or left a Notice in writing to that effect at or upon some part of the premises hereinbefore expressed to be hereby granted or intended so to be [line 57] and default shall have been made in payment of such moneys or some part thereof for six calendar months from the time of giving or leaving such Notice or unless and until [line 58] the whole or a part of some half yearly payment of interest which shall become due on the security of these presents shall have become in arrear for the space of Three calendar [line 59] months and every Notice to be given or left as aforesaid shall be sufficient though not addressed to any person or persons by name or designation an notwithstanding [line 60] any persons or persons to be affected thereby maybe unborn absent unascertained or under disability Provided also and it is hereby agreed and declared that upon [line 61] any sale purporting to be made in pursuance of the aforesaid power the Purchaser or Purchasers shall not be bound to see or enquire whether either of the cases mentioned in the [line 62] Clause or provision lastly hereinbefore contained has happened or whether any default has been made in payment of any principal money or interest intended to be hereby secured [line 63] at the times hereinbefore appointed for payment thereof or whether any money remains on the security of these presents or as to the necessity or expediency of the Stipulations [line 64] subject to which such Sale shall have been made or otherwise as to the propriety? or regularity of such Sale and notwithstanding any impropriety or irregularity whatsoever [line 65] in any such Sale the same shall as far as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in this behalf and [line 66] be valid and effectual accordingly And the remedy of the said Richard Gosselett his heirs or assigns in respect of any breach of the Clause or provision lastly hereinbefore contained [line 67] or of any impropriety or irregularity whatsoever in any such Sale shall be in damages only And it is hereby agreed and declared that the receipt of the said [line 68] Arthur Henry Wansey his executors administrators or assigns for the purchase money of the premises sold upon any such Sale as aforesaid or for any other moneys to become payable [line 69] to him or them under or by virtue of these presents shall effectually discharge the person or persons paying the same therefrom and from being concerned to see to the [line 70] application of the same or being answerable for any loss or misapplication thereof And it is hereby further agreed and declared that the said Arthur Henry Wansey his [line 71] executors administrators or assigns shall by and out of the moneys which shall arise from any such Sale as aforesaid in the first place reimburse himself or themselves or pay or discharge [line 72] all the costs and expenses incurred in or about such Sale or otherwise in respect of the premises And in the next place apply such moneys in or towards satisfaction of all the

[line 73] moneys for the time being owing on the security of these presents and then pay the surplus (if any) of the said moneys which shall arise
[line 74] from such Sale unto the said Richard Gosselett his heirs or assigns And it is hereby also agreed and declared that the aforesaid Power
[line 75] of Sale and other powers may be exercised by any person or persons who for the time being shall be entitled to receive and give a discharge for
[line 76] the moneys for the time being due or owing on the security of these presents And that the said Arthur Henry Wansey his executors
[line 77] administrators or assigns shall not be answerable or accountable for any involuntary losses which may happen in or about the exercise
[line 78] or execution of the aforesaid power and trusts or any of them And in pursuance of an Agreement in this behalf and in
[line 79] consideration of the premises the said Richard Gosselett doth hereby attorn and become Tenant from year to year
[line 80] to the said Arthur Henry Wansey his heirs and assigns in respect of the said Plot of Ground and the messuage buildings and appurtenances erected
[line 81] thereon now occupied by him the said Richard Gosselett at the yearly rent of Twenty five pounds – clear of all deductions to be

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William Tricks, Son & Waller Law Stationers , Bristol – This Indenture

[line 82] made the thirteenth day of March One thousand eight hundred and sixty seven
[line 83] Between Richard Gosselett of Redland in the City and County of Bristol
[line 84] Builder of the one part and Arthur Henry Wansey of the City of Bristol Gentleman
[line 85] of the other part Whereas by an Indenture dated the twenty eighth day of February
[line 86] One thousand eight hundred and sixty seven between Charles Pynder Beauchamp Walker of
[line 87] the one part and the said Richard Gosselett of the other part the plot of ground hereinafter
[line 88] described or referred to with its appurtenances was conveyed To the use and intent that the said Charles Pynder Beauchamp Walker his heirs and assigns
[line 89] should for the remainder of the year ending on the twenty fifth day of March One thousand eight hundred and sixty seven receive out of the said
[line 90] plot of ground and the messuage and buildings thereon and the appurtenances the rent charge of One penny and from the twenty fifth day of
[line 91] March One thousand eight hundred and sixty seven and for ever thereafter should receive out of the said plot of ground and the messuage and
[line 92] buildings thereon and the appurtenances the yearly rent charge of six pounds and subject thereto and the powers and remedies for the recovery of
[line 93] the same respectively when in arrear To the use of the said Richard Gosselett to the effect that he his heirs or assigns forever And in the Indenture now in recital among
[line 94] other covenants is a covenant by the said Richard Gosselett to the effect that he his heirs or assigns would on or before the twenty fifth day of March One
[line 95] thousand eight hundred and sixty seven at his own cost build and completely finish fit for habitation in a workmanlike manner and to the satisfaction
[line 96] of the Architect for the time being of the said Charles Pynder Beauchamp Walker his heirs or assigns one good and substantial messuage or Dwelling
[line 97] house with suitable offices drains and sewers upon the said plot of ground within the area therein specified and in the like manner therein more
[line 98] particularly set forth such messuage when completed to be of the value of Five hundred pounds at least And whereas in order to enable the said Richard

[line 99] Gosselett to complete the said message the said Arthur Henry Wansey has agreed to lend him the sum of Two hundred pounds upon having the

[line 100] repayment of the same and of any other sum or sums which the said Arthur Henry Wansey his executors administrators or assigns

[line 101] may lend to the said Richard Gosselett his heirs or assigns with interest at the rate of Five pounds per centum per annum secured in manner

[line 102] hereinafter appearing now this Indenture witnessed? that in consideration of the sum of Five hundred pounds upon the execution

[line 103] of these presents paid by the said Arthur Henry Wansey to the said Richard Gosselett (the receipt of which said sum the said Richard Gosselett doth

[line 104] hereby acknowledge and from the same doth hereby release the said Arthur Henry Wansey his heirs executors administrators and assigns) He the

[line 105] said Richard Gosselett Doth hereby grant unto the said Arthur Henry Wansey his heirs or assigns All that plot of ground delineated on the

[line 106] plan drawn in the margin of the hereinbefore recited Indenture and thereon distinguished by the colour pink and the number 4 and situate at

[line 107] Redland in that part of the Parish of Westbury upon ? which lies in the City of Bristol and all other (if any) the hereditaments comprised in and

[line 108] granted by the said recited Indenture with their rights easements and appurtenances and reputed appurtenances And all the Estate and interest of

[line 109] the said Richard Gosselett in the same premises or any part thereof To have and to hold the said plot of ground and all and

[line 110] singular other the premises hereinbefore expressed to be hereby granted into the said Arthur Henry Wansey his heirs and assigns To the use of

[line 111] the said Arthur Henry Wansey his heirs and assigns for ever subject nevertheless to the yearly fee ? rent charges created by the said recited

[line 112] Indenture And to the proviso for redemption hereinafter contained Provided always and it is hereby agreed and declared that if the said Richard

[line 113] Gosselett his heirs executors administrators or assigns shall on the thirteenth day of September next pay to the said Arthur Henry Wansey

[line 114] his executors administrators or assigns the said sum of Two hundred pounds with interest thereon in the meantime at the rate of Five

[line 115] pounds per centum per annum without any deduction (except for income tax) And shall on the thirteenth day of March or the

[line 116] thirteenth day of September which shall happen next after any further sum shall have been lent by the said Arthur Henry Wansey

[line 117] his executors administrators or assigns to the said Richard Gosselett his heirs or assigns pay to the said Arthur Henry Wansey his executors

[line 118] administrators or assigns every such further sum with interest thereon at the rate aforesaid from the time of the same having been so lent

[line 119] as aforesaid without any deduction except as aforesaid then and at any time thereafter the said Arthur Henry Wansey his heirs or assigns

[line 120] shall upon the request and at the cost of the said Richard Gosselett his executors administrators or assigns reconvey the said premises

[line 121] hereinbefore expressed to be hereby granted To the use of the said Richard Gosselett his heirs and assigns And the said Richard Gosselett doth

[line 122] hereby for himself his heirs executors and administrators covenant with the said Arthur Henry Wansey his executors and administrators that he

[line 123] the said Richard Gosselett his executors or administrators will on the thirteenth day of September next pay to the said Arthur Henry Wansey

[line 124] his executors or administrators or assigns the said sum of Two hundred pounds with interest for the same in the meantime at the rate of Five
[line 125] pounds per centum per annum without any deduction except for income tax And will on such thirteenth day of September or thirteenth
[line 126] day of March as shall happen next after any further sum shall have been lent by the said Arthur Henry Wansey his executors administrators
[line 127] or assigns to the said Richard Gosselett his heirs or assigns pay to the said Arthur Henry Wansey his executors administrators or assigns every

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Lot 4

Dated 13th March 1867

Mr Richard Gosselett to Arthur H Wansey

Mortgage to secure £200 and further advances of a plot of Ground situate at Redland in the City of Bristol

Received on the day and year first within written of the within named Arthur Henry Wansey the within mentioned Consideration money of Five hundred pounds

{Signature of Richard Gosselett

Witness, Giles H Whitand

Signed sealed and delivered by the within named Richard Gosselett in the presence of Giles H Wittand

Clerk to Mr Arthur H Wansey

Solicitor Bristol